

# INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

USDI, National Park Service, Midwest Region  
USDI, Bureau of Indian Affairs, Great Plains Region, Agreement No. A00410-2-208  
USDI, Bureau of Reclamation, Great Plains Region  
USDI, Fish and Wildlife Service, Mountain Prairie Region, Agreement No. 14-48-60139-02-K006  
USDA, Forest Service, Rocky Mountain Region, Agreement No. 02-FI-11020000-094

And

The State of Nebraska  
Nebraska Emergency Management Agency  
Nebraska Forest Service  
Nebraska Game and Parks Commission  
Nebraska Military Department  
Nebraska State Fire Marshal

IN ACCORDANCE WITH  
Acts of Congress

June 30, 1932, (31 U. S. C. 1535), Economy Act  
April 24, 1950, (16 U. S. C. Section 572), Granger-Thye Act  
May 27, 1955, (42 U. S. C. 1856a) Reciprocal Fire Protection Act  
August 18, 1970, (U. S. C. 1b-1), National Park System General Authorities Act  
May 22, 1974, (42 U. S. C. 5121 as amended) Disaster Relief/Emergency Assistance Act  
December 12, 1975, (16 U. S. C. 565 a-1), Cooperative Funds and Deposits Act  
October 21, 1976, (43 U. S. C. 1701), Federal Land Policy and Management Act  
Federal Water Project Recreation Act (P.L. 89-72), July 9, 1965  
Reclamation Act of 1902, June 17, 1902  
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498)  
National Interagency Agreement for Fire Management, FS No. 97-SIA-004, Am. No. 1

Nebraska Revised Statutes and Procedures

Nebraska Emergency Management Act of 1996  
Nebraska State Emergency Operations Plan  
State of Nebraska Annual Wildfire Operating Plan  
Governor's Emergency Fund/Guidelines for Public Officials, May 2001  
Revised Statutes of Nebraska 1943 Sections 85-162.01 through 85-162.05

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## **PURPOSE**

The purpose of this Interagency Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

The State of Nebraska, through the Nebraska Emergency Management Agency, the Nebraska Forest Service, the Nebraska Game and Parks Commission, the Nebraska Military Department and the Nebraska State Fire Marshal, hereinafter called the State; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the Forest Service; and

The United States Department of the Interior, National Park Service, Midwest Region, hereinafter called the Park Service; and

The United States Department of Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and

The United States Department of Interior, Bureau of Indian Affairs, Great Plains Region, hereinafter called the BIA; and

The United States Department of Interior, Bureau of Reclamation, Great Plains Region, hereinafter called Reclamation; and

The Forest Service, Park Service, Fish and Wildlife Service, Bureau of Reclamation, and BIA may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as Exhibit A.

## **RECITALS**

Whereas: The State will act as the coordinator for State fire suppression support to local Rural Fire Protection Districts when the wildfires are beyond local control, per Emergency Support Function (ESF) 4, Attachment 1, of the Nebraska State Emergency Operations Plan and Annex B of the Governor's Emergency Fund/Guidelines for Public Officials;

Whereas: State, Private, and Federal lands within Nebraska Rural Fire Protection Districts are intermingled or adjacent in some areas of Nebraska, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides support to Rural Fire Protection Districts for organized fire protection on State lands and privately owned lands;

Whereas: The Nebraska Fire Protection Districts have wildland fire protection responsibilities and provide wildland fire suppression services on State and privately owned lands; and the State provides assistance to Rural Fire Protection Districts in wildfire emergency situations that are beyond the Districts' capabilities;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, readiness, detection, and suppression of wildland fires in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: It is the intent of the parties hereto that State resources may be available to assist in the suppression of wildland fires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States;

Whereas: It is the intent of the parties hereto that Federal resources may be available to assist in the suppression of wildland fires on all Rural Fire Protection District lands;

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

## **INTERAGENCY COOPERATION AND COORDINATION**

**1. Definition of Responsibilities:** The parties hereto recognize the following definitions:

State Coordinating Agency-The State Agency responsible for the coordination and administration of State and Federal assistance to Local Fire Protection Districts.

Protecting Agency - The Agency or organization responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

Supporting Agency - An Agency or organization providing fire suppression or other support and resources to the Protecting Agency.

Jurisdictional Agency - The Agency or organization that has overall land and resource management and/or protection responsibility as provided by Federal or State law.

**2. State Authorities, Roles and Responsibilities:**

A. Rural Fire Protection Districts: Rural Fire Protection Districts have wildland fire suppression responsibilities on State and private lands within their Districts and may maintain

Cooperative Fire Protection Agreements with the Federal Agencies for wildland fire management activities. Such Agreements are considered to be Local in scope and do not bind the State. When an incident exceeds the local Fire Protection District's capabilities, requests for additional resources and/or financial assistance may be placed with the Nebraska Emergency Management Agency.

**B. Nebraska Emergency Management Agency:** The Nebraska Emergency Management Agency (NEMA) provides overall coordination of State and local activities related to emergency management to prevent, minimize, assess, and respond to damage resulting from disasters. Upon request of a Rural Fire Protection District and approval of the Governor, the Nebraska Emergency Management Agency will initiate the State of Nebraska Emergency Operations Plan (SEOP) and request a State Emergency proclamation if necessary. If the Governor proclaims an emergency NEMA acts as the State Coordinating Agency for interface between Local Fire Protection Districts and the Federal Agencies to obtain additional resources.

**C. Nebraska Forest Service:** Under the direction of the Board of Regents of the University of Nebraska, the Nebraska State Forester has general supervision of service programs related to forestry and forestation, including but not limited to tree distribution and planting, wildland fire control, development, protection and use of forest resources and other programs promoting forest management and forestation. The State Forester does not maintain a wildland fire suppression capability but provides staff to serve as an ESF#4 Coordinator (ESFC) as described in Emergency Support Function (ESF) 4 of the SEOP.

**D. Nebraska Game and Parks Commission:** Under the Nebraska Interlocal Cooperation Act, the Nebraska Game and Parks Commission may enter into agreements for the provision of such public safety services as law enforcement, fire protection and emergency response services. The Commission will make available wildland fire suppression assets owned and controlled by the Commission at the request of Rural Fire Protection Districts as members of Mutual Aid Districts.

**E. Nebraska Military Department:** The Nebraska National Guard is responsible for maintaining and providing State assets of ground and aerial wildfire suppression personnel and equipment when authorized by proclamation by the Governor under the Nebraska Emergency Management Act.

**F. Nebraska State Fire Marshal:** The State Fire Marshal serves as an ESF#4 Coordinator (ESFC) and is responsible for regulation of fire codes, fire investigation, fire inspection and fire plan review. The Training Division, with financial support from the Nebraska Forest Service Fire Control Section, provides a training curriculum to local fire departments that includes wildland fire control, aerial application, incident command, etc.

**G. Nebraska Wildfire Coordinating Council:** The Nebraska Governor has appointed one representative of each of the State Agencies which are signatory to this Cooperative Fire Agreement and one representative of the Nebraska Volunteer Firefighters Association to an Advisory Council called the Nebraska Wildfire Coordinating Council (NWCC). The purpose of

the NWCC is to establish a basis for wildfire management activities on the state level and coordinate policy and procedures within state agencies to utilize state and national resources to assist local Fire Protection Districts when state resources are requested.

**3. Joint Projects:** The State or any of the Federal Agencies may jointly conduct mutual interest projects, within their statutory authority, to maintain or improve the fire management capability of the Agencies. These projects may be in such activities as suppression, preparedness, land rehabilitation, fuel management, prescribed fire, training, rural fire assistance, prevention, public affairs, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in the Annual Operating Plan, or other appropriate written documents. Documentation will include the authority, objectives, role of each agency, and each Agency's share of costs.

**4. Incident Command System:** The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents under the terms of this agreement. Resource qualifications will meet National Wildfire Coordinating Group (NWCG) standards and will be specified in the Annual Operating Plan. Resources requested and utilized outside their normal operational jurisdiction for Federal incidents must meet NWCG qualifications and typing standards.

**5. Interagency Dispatch/Service Centers:** The Agencies agree to maintain, support, encourage, and participate in Interagency Dispatch Centers. Agencies agree to use the Rocky Mountain Area Coordination Center and the Custer Interagency Dispatch Center as the centers for national and statewide intelligence gathering, coordination and prioritization of resources for wildland fire emergencies.

**6. Multi-Agency Coordinating (MAC) Groups:** During periods when fire activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate in geographic, State, or local area.

**7. Annual Operating Plan:** An Annual Statewide Operating Plan will be developed by the Nebraska Wildfire Coordinating Council, in cooperation with the Federal Agencies, as Attachment 1 of Emergency Support Function (ESF) 4 of the Nebraska State Emergency Operations Plan (SEOP). Subjects identified in the Annual Operating Plan Outline Guide, attached as Exhibit B will be addressed, if applicable.

**8. Suppression Responsibilities:** Suppression responsibilities will be outlined in the Annual Operating Plan.

**9. Notification of Federal Excess Property:** Every effort will be made to notify the State of fire related property and equipment that is to become excess to the needs of any Federal Agency, for use in the State Cooperative Fire Program.

**10. Fire Prevention Policies:** The NWCC, including Federal partners, will ensure that wildland fire prevention goals, objectives, and activities are planned at statewide levels and are addressed in the Annual Operating Plan.

**11. Prescribed Fire and Fuels Management:** The Agencies may agree to cooperate in the development and implementation of prescribed burning programs and fuel reduction projects. Such projects will be documented in the Annual Operating Plan, local agreements, burn plans, or other appropriate written documents.

If parties to this Agreement conduct a cooperative prescribed fire or fuel reduction project, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burning plan. Qualifications of personnel involved in interagency prescribed burning projects will comply with NWCG standards.

**12. Training:** The Agencies will cooperate in wildland fire, prescribed fire, and aviation training, including training scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach. If an agency hosts an NWCG training course for multi-agency participation, course content and instructor competency must meet NWCG standards.

**13. Communication Systems:** The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites where there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Annual Operating Plan, or other agency-specific documentation.

**14. Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet Agency, State, and Federal regulations. Drivers and operators will not be exempt from Department of Transportation requirements, including commercial driver's licensing.

**15. Automatic Weather Stations:** The Agencies will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software, as authorized. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

## **16. Aviation Operations**

A. General: The Agencies agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.

B. Interagency Aviation Operations: Interagency funding, staffing, and utilization of operations will be pursued when an interagency approach is appropriate and cost effective. Inventories of and/or procedures for aviation operations will be provided in the appropriate



geographic area mobilization guide. If State helicopter resources are assigned to a Federal incident, a red carded Helicopter Manager will also be assigned.

C. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the USDI Office of Aircraft Services (USDI-OAS) for Federal Agency missions or transport of Federal employees.

D. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service or by the USDI Office of Aircraft Service or DOT Federal Aviation Administration, as required. This inspection process may be done jointly by the Federal agencies, or by one Federal agency acting in the lead role. Upon request, State of Nebraska staff may participate in the USDI-OAS and/or Forest Service inspection and carding of vendors located within the State of Nebraska.

E. National Guard Aircraft: National Guard pilots and aircraft will be issued an annual letter of certification and approval by the Forest Service Regional Helicopter Operations Specialist. VHF-AM and VHF-FM radios will be installed in all helicopters assigned to an incident to allow necessary communications with all other resources assigned. Regional/State Aviation Technical Specialists, Incident Air Operations personnel, and experienced Fire Suppression Specialists will provide annual interagency training. Training will include aviation policy, incident air operations, organization, coordination, communications, dispatching procedures, fire tactics/behavior, and water bucket techniques.

## **USE OF AND REIMBURSEMENT FOR SHARED RESOURCES**

17. **Appropriated Fund Limitation**: Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds, or as involving the United States or the State of Nebraska in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

18. **Reimbursable Assistance**: Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems. Such resources must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies; if such documentation is not completed, these resources are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- a. Costs incurred for suppression and move-up and cover resources.
- b. Transportation, salary, benefits, and per diem of individuals assigned to the incident.

- c. Additional support dispatching services requested through a resource order.
- d. Cost of equipment in support of the incident; contract equipment costs and operating cost for Agency equipment.
- e. Aircraft, airport fees, foam, and retardant costs.
- f. Cost of reasonable and prudent supplies expended in support of the incident.
- g. Charges from the State for State controlled resources.

The resources of the State of Nebraska are defined as cooperators, not contractors for the purposes of fire management activities. Rates established annually in the Cooperative Resource Rates Form are accepted by all Agencies and will be used for reimbursement calculations for both in-state and out-of-state incidents. Emergency Equipment Rental Agreements will be used to hire equipment that was not listed for availability prior to the incident, and reimbursement rates for the equipment will follow Regional Incident Business Management Handbook guidance.

**19. Cost Sharing:** A cost share agreement will be prepared by the State Coordinating Agency and the Federal Agencies when the Governor has proclaimed an Emergency and Federal assistance is required in support of local Fire Protection District efforts. See EXHIBIT C for a sample cost share agreement.

**20. Procurement:** The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All resource ordering is subject to concurrence and accountability to the Protecting Agency.

**21. Loaned Equipment:** Equipment loaned, without operator by one Agency to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear expected. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

## **22. Billing Procedures**

### **A. Fire Suppression Billings**

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. Federal Agencies will submit bills to the Nebraska Emergency Management Agency acting as the State Coordinating Agency.

2. **State Billings:** State Agencies will not bill each other for fire suppression support. Any time State resources respond to a fire outside of Nebraska, the State Coordinating

Agency will submit bills to the applicable Federal agency (billing addresses are listed in Paragraph 7 below).

3. Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).

4. Fire Numbers: Agencies will share their respective individual fire numbers for cross-referencing purposes.

5. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 60 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 6 months after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other party.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by May 15. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the current Federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

6. Billing Content: A separate bill will be submitted for each fire. Bills will be identified by incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order (if available) or resource number, inclusive dates, and will be supported by the following:

- Bill for Collection and/or Fire Suppression Cost Summaries
- Narrative cover letter
- Originals or copies of Fire Time Reports, SF-288
- Summary of travel charges
- Daily shift tickets and Equipment Use Invoice
- Credit card bill, list of purchases
- Cost Share Agreement, when applicable

Additional documentation from Federal agencies may be required for fires with a FEMA declaration.

Federal payments for State resources will be made direct to the Nebraska Emergency Management Agency for deposit into the Governor's Emergency Fund. The State will handle billing questions or disputes with the appropriate fire service entity.

7. Billing Addresses: Unless otherwise provided for in the Annual Operating Plan, all bills for services will be provided to the Nebraska Emergency Management Agency at the following address:

Nebraska Emergency Management Agency  
1300 Military Road  
Lincoln, Nebraska 68508-1090

All bills for services provided to the Forest Service outside Nebraska will be mailed to the following address:

USDA Forest Service  
Attn: Incident Business Management Specialist  
P. O. Box 25127  
Lakewood, CO 80225

All bills for services provided by the State to Federal Agencies within Nebraska will be mailed to the following addresses:

Bureau of Reclamation  
Attn: Resources  
203 West 2d Street  
P.O. Box 1607  
Grand Island, NE 68802-1607

National Park Service  
Midwest Field Area  
1709 Jackson Street  
Omaha, NE 68102

Bureau of Indian Affairs  
Great Plains Region  
115 4th Avenue SE  
MC 301  
Aberdeen, SD 57401

US Fish and Wildlife Service  
P.O. Box 25486, DFC  
Denver, CO 80225

Nebraska National Forest  
125 North Main Street  
Chadron, NE 69337

8. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

9. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

10. Payments: Payments will refer to the bill number and fire name and will be sent to the appropriate office.

11. Late Payment Charges: Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.

B. Fire Preparedness, Prevention, Prescribed Fire, and Other Fire Activity Billings: Agencies may bill one another for preparedness activities and administrative charges may be applied. Billings for preparedness and prevention activities will be addressed in the Annual Operating Plan. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation information, and payments also apply to preparedness billings. Billings will outline services performed and include a copy of the Annual

Operating Plan.

**23. Examination and Audit:** Agencies shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

## **GENERAL PROVISIONS**

**24. Mutual Sharing of Information:** Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.

**25. Accident/Incident Investigations:** Whenever an accident/incident occurs involving the equipment or personnel of an Agency, immediate steps will be taken to notify that Agency. As soon as practical, the jurisdictional Agency, in accordance with their policy, shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from affected agencies.

**26. Non-Wildland Fire and Medical Aid Responses:** This Agreement is limited to wildland fire protection and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective statutory authority, policies, procedures, or other agreements. In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement as long as requested resources are available and all other provisions of this agreement are met.

**27. Existing Agreements:** Existing agreements remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into the Annual Operating Plan provided for under this Agreement, and not later than one year after date of execution of this agreement.

**28. Employment Policy:** To the extent permitted by Federal law, when State personnel are suppressing wildland fires on lands for which the Federal Agencies are responsible, and at such time when they are specifically assigned to the direct supervision of the Federal Agencies, such State personnel although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

**29. Duration of Assignments:** Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Federal resources are expected to be released after 14 operational days. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

**30. Suppression and Damage Collection:** Nothing in this Agreement shall preclude the

Federal Agencies or the State from collecting damages and suppression costs from third parties (civil actions for recovery may be taken independently) under the civil liability provisions of Federal and/or State statutes and/or common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the billing Agency, then the bill will be reduced proportionate to the amount collected.

31. **Waiver of Claims:** The State and Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

32. **Third Party Claims:** Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies. This Agreement is for the benefit of the parties only, and may not be enforced by any other person or entity. The State of Nebraska does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with regard to any action related to this agreement.

33. **Amendments Procedure:** The terms of this Agreement may be amended at any time by written mutual consent of all parties hereto.

34. **Civil Rights:** The Agencies shall comply with all State of Nebraska and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

35. **Performance:** Any Agency shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the State of Nebraska.

36. **Duration of Agreement:** The term of this Agreement shall commence for each Agency upon the date of their signature below and shall continue for 5 years, unless terminated earlier, or subject to extension. Any party shall have the right to terminate their participation in this Agreement upon written notice to all parties.

37. **County and Local Fire Service Entities:** To facilitate the purpose and intent of this Agreement, the State Agencies will use their best efforts to establish cooperative fire agreements with the local Fire Protection Districts in Nebraska which have local wildland fire responsibilities.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of their signature below.

STATE OF NEBRASKA  
EMERGENCY MANAGEMENT AGENCY

/s/ Al Berndt                      23 Sept 02  
Assistant Director                      Date

USDA FOREST SERVICE  
ROCKY MOUNTAIN REGION

/s/ Marisue Hilliard  
for                      9/23/02  
Regional Forester                      Date

USDI BUREAU OF INDIAN AFFAIRS  
GREAT PLAINS REGION

/s/ Cora L. Jones                      30 Sept 02  
Regional Director                      Date

USDI NATIONAL PARK SERVICE  
MIDWEST REGION

/s/ Alan M. Hutchings                      10/30/02  
Acting Regional Director                      Date

USDI FISH AND WILDLIFE SERVICE  
MOUNTAIN PRAIRIE REGION

/s/ John A. Blankenship                      9/24/02  
Deputy Regional Director                      Date

USDI BUREAU OF RECLAMATION  
GREAT PLAINS REGION

/s/ Gerald Kelso                      9/25/02  
Acting Regional Director                      Date

STATE OF NEBRASKA  
NEBRASKA FOREST SERVICE

/s/ Gary Hergenrader                      Sept 17, 2002  
State Forester                      Date

STATE OF NEBRASKA  
GAME AND PARKS COMMISSION

/s/ Rex Amack                      10/16/02  
Director                      Date

STATE OF NEBRASKA  
MILITARY DEPARTMENT

/s/ Roger P. Lempke                      23 Sep 02  
Adjutant General                      Date

STATE OF NEBRASKA  
STATE FIRE MARSHAL

/s/ Kenneth Winters                      09/30/02  
State Fire Marshal                      Date

The authority and format of this instrument has been reviewed  
and approved for signature.

/s/ LuAnn Waida                      9/20/02  
FS Agreements Coordinator                      Date

## EXHIBIT A

### GLOSSARY OF TERMS

**Administrative Costs (Charges):** Any expenses not charged directly to a program, project, or fire. They include general overhead personnel and administrative services. For the State, the administrative charge is identified as those charges and expenses used to determine the "indirect rate". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

**Agencies:** The parties to this agreement.

**Agency Administrator:** Agency officials who are signatory to this agreement, as follows: Nebraska Emergency Management Agency, Nebraska Forest Service, Nebraska Game and Parks Commission, Nebraska Military Department, Nebraska State Fire Marshal, Forest Service, Rocky Mountain Region, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; Bureau of Reclamation, Regional Director.

**Agency Representative:** An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

**Annual Operating Plan:** An annually updated document authorized by the appropriate officials for implementing the Interagency Cooperative Fire Management Agreement in their respective areas of responsibilities.

**Boundary Line Fire:** This includes (i) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

**Closest Forces Concept:** The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

**Cooperator:** Organized fire forces of other agencies, paid or volunteers, public or private, at the local, municipal, State, or Federal level.

**Cost Share Agreement:** A document prepared between a Federal, State and/or local agencies to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the agencies.



**Direct Costs:** All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident. Excludes Overhead Costs.

**Fire Management:** Activities and programs that include: the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildland fire.

**ICS (Incident Command System):** The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event.

**Overhead Costs:** Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

**Preparedness:** Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

**Prescribed Fire:** The planned and/or permitted use of fire to accomplish specific land management objectives.

**Prevention:** Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

**Resources:** All personnel, items of equipment and aircraft available for assignment of tasks.

**Rocky Mountain Coordinating Group:** A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Nebraska.

**Suppression:** All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

**Values to be Protected:** Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

**Wildland:** Lands with few or no permanent improvements.

**Wildland Fire:** Any non-structural fire that occurs on wildland.

**Wildland Urban Interface (WUI):** Defined as the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

## **EXHIBIT B**

### **ANNUAL OPERATING PLAN OUTLINE GUIDE**

The Statewide Annual Operating Plan will be a working document for the purpose of implementing the Interagency Cooperative Fire Management Agreement. The Annual Operating Plan shall become part of the Interagency Cooperative Fire Management Agreement. This Annual Operating Plan covers specific actions and relationships that are best coordinated on a State level for continuity across the State.

The Plan must address items called for in the Agreement and document agreement between parties pertinent to working relationships, exchange of funds, etc. for the current year. The following outline provides a checklist of items deserving consideration in developing an Operating Plan:

1. Plan approvals from authorized Agency representatives with dates
2. Identification of the jurisdictions within the area of the Plan.
3. Authority for Plan, cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies.
4. Purpose of plan, brief narrative
5. Definitions and description of:
  - A. Fire Management Responsibilities and Priorities
  - B. Mutual Aid Response Areas by Dispatch Levels
  - C. Mutual Aid Move up and Cover Facilities
  - D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
  - E. Responsibility for Non-Wildland Fire Emergencies
  - F. Repair of Wildland fire Suppression Damage
6. Fire Protection Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw down levels, and other cooperating agencies.
  - A. Kind (by ICS type; i.e. Crews, Dozers, Engines, etc.)
  - B. Location
  - C. Anticipated Availability Period
  - D. Staffing Levels
  - E. Contact Points and Names
  - F. Fire Caches
7. Protection Area Maps Showing;
  - A. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
  - B. Fire Protection facilities by Agency and location

- C. Direct Protection Areas
  - D. Mutual Aid Dispatch Areas
  - E. Special Management Consideration Areas
  - F. Date Effective
8. Fire Readiness
- A. Fire Planning
    - 1. Preparedness plans
    - 2. Prevention plans
    - 3. Prescribed fire plans
  - B. Wildland fire Training Needs and Coordination
  - C. Inspection Schedules
9. Wildland Fire Suppression Procedures
- A. ICS Use
  - B. Detection Standards
  - C. Relationship with local mobilization guide
  - D. Notification about Fires
  - E. Establishment and Revision of Mutual Aid Dispatch Areas
  - F. Initial Attack Dispatch Levels and their determination
  - G. Dispatching and Resource Order Process
    - 1. Unified Command
    - 2. Boundary Fires
  - H. Reinforcements and Support
    - 1. Move up and Cover Locations and Procedures
  - J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
  - K. Interagency Sharing of Communications Systems and Frequencies
  - L. Wildland Fire Situation Analysis/Delegation of Authority
  - M. State Emergency Fire Fund
  - N. Dispatch Centers or other incident support facilities
  - O. Post incident Action Analysis
  - P. Out of jurisdiction Assignments
    - 1. Standards
    - 2. Procedures
10. Aviation Procedures
- A. Aviation map and narrative
    - 1. Hazards
    - 2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
    - 3. Helispots, dip sites
    - 4. Automatic dispatch zones (tied to preparedness planning)
    - 5. Detection routes
    - 6. Foam/retardant restriction areas
  - B. Flight following/frequency management
  - C. CWN aircraft, tactical and support aircraft
  - D. Fixed wing base management
  - E. Single Engine Attack Tanker Bases

- F. Leadplane/Air Attack Activation
  - G. Aviation Requests and Operations
    - 1. Initial Attack
    - 2. Boundary Fires
    - 3. Wildland Urban Interface
    - 4. Mutual Aid Procedures
    - 5. Air Space Restrictions
  - H. Inspection Schedules
11. Fire Prevention
- A. General Cooperative Activities
  - B. Information and Education
    - 1. Fire Danger Information
      - a. Fire Weather Station Locations
      - b. Data Sharing and Methods
      - c. Fire Danger dissemination
      - d. Fire Prevention Signs
    - 2. Joint or Single Agency Press Releases
    - 3. Smokey Bear Program
    - 4. "Let's Talk Fire" Programs
    - 5. Red Flag Operations
    - 6. Firewise Communities Programs
  - C. Engineering
    - 1. Land Use Planning (wildland urban interface)
    - 2. Defensible space and fuels treatments
    - 3. Railroads and Utilities
  - D. Enforcement
    - 1. Issuing Open Burning and Campfire Permits
    - 2. Restrictions and Closures, (initiating, enforcement, and lifting)
    - 3. Fire Investigations
12. Fuel Management and Prescribed Fire Considerations
13. Cost Reimbursements
- A. Non-Reimbursable Items
  - B. Reimbursable items
  - C. Wildland fire Prevention
  - D. Wildland fire Readiness
  - E. Wildland Fire Suppression
    - 1. Dispatching
    - 2. Initial Attack
    - 3. Mutual Aid
    - 4. Reinforcements
    - 5. Aviation
    - 6. Cost Share Plan

- 7. Out-of-jurisdiction Assignments
- 8. Billing Procedures
- 9. Resource Use Rates

14. General Procedures. How to handle:

- A. Periodic Program Reviews
- B. Annual Updating of the Plan
- C. Changes During Year (due to budget cuts or supplemental funding)
- D. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- A. Bureau of Reclamation
- B. USDA Forest Service
- C. Bureau of Indian Affairs
- D. National Park Service
- E. Fish and Wildlife Service
- F. Nebraska Emergency Management Agency
- G. Nebraska Forest Service
- H. Nebraska Game and Parks Commission
- I. Nebraska Military Department
- J. Nebraska State Fire Marshal

## EXHIBIT C

### SAMPLE COST SHARE AGREEMENT

Per the master Nebraska Cooperative Fire Management Agreement, this Cost Share Agreement between the Agencies identified below is negotiated for the following incident.

INCIDENT NAME: \_\_\_\_\_

INCIDENT NUMBERS BY AGENCY: \_\_\_\_\_

INCIDENT START DATE AND TIME: \_\_\_\_\_

JURISDICTIONS/CAUSE: \_\_\_\_\_

INCIDENT COMMANDER(S): \_\_\_\_\_

This Cost Share Agreement is in effect from \_\_\_\_\_ at \_\_\_\_\_ hours until the end of the incident or until amended at the request of any party.

This Cost Share Agreement between \_\_\_\_\_ and \_\_\_\_\_, as prepared under the following authorities provided by:

1. The Interagency Cooperative Fire Management Agreement between the State of Nebraska, USDA Forest Service, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, and USDI Bureau of Reclamation.

2. Nebraska Statewide Annual Operating Plan.

3. \_\_\_\_\_

Agency Representatives participating in development of Cost Share Agreement:

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**COST SHARE AGREEMENT FOR THE \_\_\_\_\_ INCIDENT**

It is hereby agreed that the cost basis on this Incident will be shared as follows:

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Rationale used in developing this cost agreement:

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The following section is optional but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

AGENCY	DIRECT COSTS	AIR/RETARDANT COSTS
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
TOTAL	100%	100%

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods as conditions and fire spread change.

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



## ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Nebraska has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. Local Fire Protection District officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

**Unit Administrator (Line Officer):** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), Assistant State Forester, Fire Management, or State Forester Designate (State), Agency Administrator (BOR), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a County commissioner, County fire warden, fire district board, or joint powers board at the local level.

### **General Guidelines:**

1. Agency budgeted costs normally are not shared.
2. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement and will be determined outside of this agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.
4. All cost share negotiations should include consideration to each agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

**Method 1:** Cost can be shared proportionately based upon the acreage burned.

**Method 2:** Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies, proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

**Method 3:** Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

## Definitions

**Direct Costs:** All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

**Indirect Costs:** All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.